

EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (this “Agreement”) is made and entered into effective as of November 5, 2021 by and between Inland Trailer Holdings, LLC (“Holdings”) and TMI Trailer Mechanic International, S.A. de C.V. (“TMI”). Holdings and TMI will be individually referred to as a “Party” and collectively as the “Parties”.

RECITALS:

A. TMI is in the business of manufacturing, assembling, repairing, and selling different types of industrial trailers and semitrailers (the “Trailers”) and other related products and services (the “Business”). TMI has its principal manufacturing, warehousing and distribution facilities at Privada del Marques 2, Parque Industrial El Marques, El Colorado, El Marques, Querétaro, Zip Code 76246 (the “Facilities”). The Facilities are owned by TMI’s shareholders (the “Shareholders”).

B. TMI is the owner or otherwise has control of all the assets located at the Facilities or otherwise used in or related to the operation of the Business (collectively, the “Assets”). The Assets include, without limitation, the infrastructure described in Exhibit A; the machinery and equipment listed in Exhibit B; the raw materials, inventory (including inventory with accounts payable, which will be assumed by the Operating Company (as defined below) but excluding final products that TMI has invoiced to its customers as of the Closing Date (as defined below)) and work in process described in Exhibit C; all intellectual property and proprietary rights in any jurisdiction used in or in connection with the Business, including: patents, patent applications, inventions, revisions or improvements, trade secrets, technical data, technology, know-how, methods and processes, unregistered and registered copyrights and copyrightable works, and any similar or equivalent rights to any of the foregoing, including but not limited to, the rights listed in Exhibit D; all permits, approvals, registrations, licenses, certifications, or other authorizations of any governmental entity or other third-parties related to the Business, to the extent assignable; including those listed in Exhibit E; all the agreements and commitments related to the Business listed in Exhibit F; and the miscellaneous assets listed in Exhibit G. Notwithstanding the above, the Assets will not include the assets and properties related to space-it and aftermarket products and services owned or otherwise controlled by TMI, whether used in connection with the Business or not, and whether located at the Facilities or elsewhere, which are listed in Exhibit H and the other assets also listed in Exhibit H (the “Excluded Assets”). All the Exhibits will be updated on the date the Assets are contributed to the Land Company (as defined below) or the Operating Company, as applicable (the “Closing Date”) to reflect the Assets or the Excluded Assets as of the Closing Date. The Closing Date shall occur on or prior to the End Date (as defined below). Also, (i) for purposes of this Agreement Exhibit C will reflect the raw materials, inventory and work in process on TMI’s balance sheet as of the day prior to the date of this Agreement and (ii) on the day prior to the Closing Date, TMI will conduct a physical inventory to true up the list of raw materials, inventory and work in process.

C. TMI, GLS Leasco, Inc. (“GLS”), an affiliate of Holdings, and Holdings have been negotiating a joint venture to operate and grow the Business and TMI and GLS executed that certain letter of intent dated July 1, 2021 (the “LOI”) for such purposes. In furtherance of the LOI, TMI and Holdings, the latter as an affiliate and designee of GLS pursuant to the terms of the LOI, are negotiating the JV Documents (as defined below) to document the general terms and conditions of the proposed joint venture.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and promises herein contained, the Parties mutually agree as follows:

ARTICLE I
OBJECT OF THE JOINT VENTURE

1.1 Formation and Purpose of the Joint Venture. The Parties hereby agree to create a joint venture (the “Joint Venture”) subject to the terms and conditions set forth in this Agreement and the different agreements to be executed pursuant to this Agreement (collectively with this Agreement, the “JV Documents”), including those listed in Section 1.3 below. The primary purposes of the Joint Venture will be to acquire all the Assets and infrastructure necessary to develop, increase, grow and exploit the Business according to the schedules, terms and conditions set forth in the JV Documents and as further agreed by the Parties in writing.

1.2 Formation of the JV Companies. The Parties have become members of a Mexican company called Inland Trailer, S. de R.L. de C.V. (formerly called Cen-Tran Michigan Transporte Tradicional, S. de R.L. de C.V.) (the “Operating Company”). Affiliates of Holdings formed and managed the Operating Company and Holdings shall be responsible for any prior liabilities of the Operating Company. The Operating Company will own all the Assets and will own and operate the Business. In addition, Holdings and the Shareholders have become members of a Mexican company under the name Inland Trailer Land, S. de R.L. de C.V. (the “Land Company” and together with the Operating Company, the “JV Companies”). The Land Company will own the land and premises where the Facilities are located and all improvements thereon and all other real estate rights thereto (collectively, the “Real Estate”).

1.3 JV Documents. To implement the Joint Venture, the Parties agree to execute and deliver (and/or to cause the Shareholders or their respective affiliated parties to execute and deliver) the following documents:

- (a) A membership units purchase agreement to become members of the Operating Company.
- (b) Written resolutions adopted by all the members of the Operating Company in lieu of a meeting to amend and restate the bylaws of the Operating Company.
- (c) A members agreement setting forth the rules for various matters related to the Operating Company, including the following: initial capital contributions by each Party (including commercially reasonable representations and warranties regarding such contributions); additional capital contributions; size, composition and authority of the board of managers and other governance matters; matters that require the unanimous vote of all managers and/or members; the initial Annual Plan (as defined in the LOI); admission of new members; buy-sell matters of membership units; restrictions on transfers, preferential rights and rights of first refusal; distributions; winding down and liquidation; non-competes from TMI, Holdings and their respective affiliates; indemnity obligations; and other miscellaneous matters (the “OC Operating Agreement”).
- (d) A supply agreement between Holdings and the Operating Company whereby Holdings will agree to order, or cause its affiliates to order, and the Operating Company will agree to supply, Trailers (the “Supply Agreement”).
- (e) One or two revolving credit agreement(s) to document the Loan (as defined in Section 2.3 below) (the “Credit Agreements”).
- (f) A non-possessory security agreement between Lender and the Operating Company to grant a security interest to Lender on all the assets of the Operating Company as collateral for the Loan (the “OC Asset Pledge”).

(g) An agreement between Rodrigo Soto Pesquera ("Rodrigo") or an entity designated by Rodrigo and the Operating Company to document the terms and conditions under which Rodrigo will provide services to the Operating Company (the "Engagement Agreement").

(h) An employer substitution agreement between TMI and the Operating Company to transfer all the employees working on the Business to the Operating Company. This agreement will be executed at the time the Assets are transferred to the Operating Company as set forth in Section 2.1(a)(i) below.

(i) Assignment documents for any contracts, to the extent assignable, or other Assets to be contributed by TMI to the Operating Company.

(j) Public instrument of organization to form the Land Company with articles of formation, bylaws, appointment of board members and powers of attorney.

(k) A member agreement setting forth the rules for various matters related to the Land Company, including the following: initial capital contributions (including commercially reasonable representations and warranties regarding such contributions); additional capital contributions; size, composition and authority of the board of managers and other governance matters; matters that require the unanimous vote of all managers and/or members; admission of new members; buy-sell matters of membership units; restrictions on transfers, preferential rights and rights of first refusal; distributions; winding down and liquidation; indemnity obligations; and other miscellaneous matters (the "LC Operating Agreement" and together with the OC Operating Agreement, the "JV Operating Agreements").

(l) A deed whereby the Shareholders will transfer and contribute title to the Real Estate to the Land Company (the "Real Estate Deed").

(m) A mortgage between Lender and the Land Company to mortgage the Real Estate to Lender as collateral for the Loan (the "Mortgage").

(n) A lease between the Operating Company and the Land Company whereby the Land Company will lease the Real Estate to the Operating Company for a term of at least five (5) years, with multiple renewal options.

(o) Other documents that are ancillary to, or that are necessary or convenient to implement any of, the JV Documents.

1.4 Limitation of Liability. None of the Parties will be responsible or liable for any indebtedness or obligation of the other Party, the Joint Venture or the JV Companies incurred either before or after the execution of the JV Documents.

ARTICLE II

CONTRIBUTIONS; LOAN; PURCHASE ORDERS; OWNERSHIP, PROFITS AND LOSSES

2.1 Initial Contributions. The Parties agree to make the following initial contributions to the Joint Venture:

(a) *TMI's Initial Contributions*. TMI will be responsible for the following initial contributions:

(i) TMI will transfer to the Operating Company all the Assets owned by TMI and, for any Assets that are not owned by TMI and used in connection with the Business, TMI will cause the owners of such Assets to transfer those Assets to the Operating Company. These transfers will include all and any rights to the Assets and the Assets will be transferred to the Operating Company free of all liens, encumbrances,

limitations or restrictions of any kind. TMI (and to the extent applicable, all other owners of any part of the Assets) will retain all the liabilities and obligations arising out of or related to the Assets or the operation of the Business up to the date the Assets are transferred to the Operating Company. The OC Operating Agreement will include provisions applicable to the transfer of the Assets to the Operating Company and the transfer of the Assets will be subject to all such provisions. For avoidance of doubt, the Parties acknowledge and agree that the term "Assets" includes all and any assets, properties or rights owned by or under the control of TMI or that are otherwise used in or in connection with or that are related to the Business on the Closing Date, whether located at the Facilities or elsewhere. Moreover, for avoidance of doubt, the Parties acknowledge and agree that the term "Assets" does not include the Excluded Assets.

(ii) TMI will transfer, and will cause the Shareholders or any other individual or entity holding any interests on the Real Estate to transfer, to the Land Company all ownership rights and all other right onto the Real Estate. The Real Estate will be transferred to the Land Company free of all mortgages, liens, encumbrances, limitations or restrictions of any kind, except for any statutory and/or regulatory limitations or restrictions, but without any warranty regarding the physical condition of the Real Estate. The LC Operating Agreement and the Real Estate Deed will include provisions applicable to the transfer of the Real Estate to the Land Company and the transfer of the Real Estate will be subject to all such provisions.

(b) *Holdings' Initial Contributions.* Holdings will contribute, directly or through an affiliate, cash to the Operating Company and the Land Company an initial cash contribution to be agreed upon by the Parties according to paragraph 5. of the LOI, in the understanding that such initial cash contribution will be for a combined minimum amount of not less than US\$2,350,000 (two million three hundred fifty thousand U.S. dollars). The JV Operating Agreements will include provisions applicable to Holdings' cash contributions and Holdings' cash contributions will be subject to all such provisions.

2.2 Orders of Trailers. In addition to its cash contribution under Section 2.1(b), Holdings will enter into the Supply Agreement whereby Holdings will commit to (a) issue or cause its affiliates to issue, the Guaranteed POs (as defined in the LOI) and (b) purchase minimum amounts of Trailers on a going forward basis according to the parameters referenced in Exhibit A to the LOI. The Supply Agreement will set forth the terms and conditions under which (i) Holdings, directly or through its affiliates, will purchase Trailers from the Operating Company and (ii) the Operating Company will supply such Trailers.

2.3 Loan. Also, Holdings, directly or through an affiliate (as applicable, "Lender"), will grant the Operating Company and/or the Land Company one or more credit facilities (collectively, the "Loan") to be used exclusively in the Business. The amount of the Loan will be agreed upon by the Parties and will be based on the Operating Company's and the Land Company's expected cash needs and the amount of Holdings' initial cash contribution, in the understating that the principal amount of the Loan will be for a combined minimum amount of not less than US\$2,500,000 (two million five hundred thousand U.S. dollars). The Credit Agreements will set forth the terms and conditions of the Loan. At the time the Credit Agreements are executed, the Parties will execute and deliver, and will cause Lender, the Operating Company, the Land Company, TMI and the Shareholders to execute and deliver, the OC Asset Pledge and the Mortgage.

2.4 Allocation of Profits and Losses. The profits and losses of the Joint Venture will be determined and allocated in accordance with the JV Operating Agreements.

2.5 Distributions and Other Payments. The JV Operating Agreements will set forth the rules to make any distributions or other payments to the Parties or their affiliates. The Parties intend to reinvest in the Business all the revenues generated by the Business until the board of managers of the Operating Company determines such reinvestment is no longer necessary or as otherwise agreed by the Parties.

Except for payments related to the Lease, the Loan or the Engagement Agreement, no distributions or other payments of any kind or for any reason will be made without the prior written approval of the board of managers of the Operating Company or the Land Company, as applicable, or as otherwise agreed by the parties.

ARTICLE III MISCELLANEOUS

3.1 Governing Documents. The rights and obligations of the Parties (and their affiliates, as applicable) and the JV Companies, and the business, administration and termination of the Joint Venture and the JV Companies will be governed by the JV Documents, as they may be amended from time to time. In the event of any conflict between the provisions in this Agreement and the provisions in a JV Document, the provisions in this Agreement will prevail. In the event of any conflict between the provisions in two JV Documents, the provisions of the JV Document that is more specific to the matter in discrepancy will prevail.

3.2 Condition Precedent. The Parties expressly agree that even though the JV Agreements will be executed and delivered on different dates, the full execution and delivery of the documents listed in (a) through (o) of Section 1.3 (the "Section 1.3 Documents") will be a condition precedent for the Joint Venture to be formed. The Parties further agree that all the Section 1.3 Documents must be fully executed and delivered, or their execution and delivery waived or discharged, by all Parties thereto no later than March 31, 2022 (the "End Date"). The End Date may be modified only by the written agreement of both Parties. In the event that the Section 1.3 Documents are not fully executed and delivered, or their execution and delivery is waived or discharged, by the End Date, either Party may notify the other Party of its decision to terminate this Agreement and all negotiations regarding the Joint Venture, in which case, this Agreement and all negotiations regarding the Joint Venture will terminate and both Parties will proceed in good faith and at their own cost to terminate and unwind all of the JV Documents that may have been executed as of the date of termination of this Agreement.

3.3 Assignment. Except as expressly permitted in the JV Documents or unless expressly agreed by the Parties in writing, the JV Documents and any rights or obligations thereunder may not be assigned by either Party without the prior written consent of the other Party.

3.4 Notices. All notices, requests, demands and other communication required or permitted to be given in connection with this Agreement must be in writing and sent by personal courier or by the courier service of FedEx, DHL or UPS for overnight delivery, postage prepaid and addressed to such Party at the following addresses:

To TMI:

TMI Trailer Mechanic International, S.A. de C.V.
Privada Del Marques No. 2
Col. Parque Industrial El Marques
El Marques, Querétaro, México C.P. 76246
Attn: Rodrigo Soto Pesquera

To Holdings:

Inland Trailer Holdings, LLC
12225 Stephens Rd
Warren, Michigan, USA 48089-2010
Attn: Kyle Blain

With a copy to (which will not constitute notice to Holdings):

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota, USA 55402-1425
Attn: Luis G. Reséndiz

Each Party may change its address to receive notices by providing written notice to the other Party as provided in this Section at least ten (10) calendar days prior to the effective date of the change. All periods of notice shall be measured from the date of delivery thereof if personally delivered or from the first business day after the date of sending if sent by overnight courier.

3.5 Amendments. None of the terms in this Agreement may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by each of the Parties.

3.6 Severability. If any provision of any of the JV Documents or the application thereof, will for any reason be invalid or unenforceable, the remainder of the JV Documents and the application of such provision to other persons or circumstances will not be affected thereby but rather will be enforced to the maximum extent permissible under applicable law.

3.7 Governing Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of Michigan, USA, excluding conflicts of law provisions. In case of any controversy arising under or related to this Agreement, the Parties agree to submit themselves to the exclusive jurisdiction of the U.S. Federal District Court for the Eastern District of Michigan, USA or the State courts located in Macomb County, Michigan, USA. Said courts will have exclusive jurisdiction, and the Parties agree to submit themselves to the jurisdiction and venue of such courts and not to initiate any litigation anywhere else. The Parties expressly waive any right to any other jurisdiction or venue that may apply to them by virtue of their current or future domiciles or for any other reason. The provisions in this paragraph will not apply to any dispute arising under or related to any other JV Document, even if provisions under this Agreement may also be part of the dispute; such dispute will be resolved according to the governing law and venue provisions under the particular JV Document involved.

3.8 Costs of Enforcement. In case of any dispute arising under or related to this Agreement, the non-prevailing Party will pay all the documented costs and expenses incurred by the prevailing Party in prosecuting or defending such dispute, including reasonable attorneys' fees.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart. Copies of this Agreement with signatures transmitted by email or other electronic means shall be deemed to be original signed versions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date stated in the first paragraph.

TMI Trailer Mechanic International, S.A. de C.V.

By: 
Name: Rodrigo Soto Pesquera
Its: Sole Director

Inland Trailer Holdings, LLC

By: 
Name: Kyle Blain
Its: President

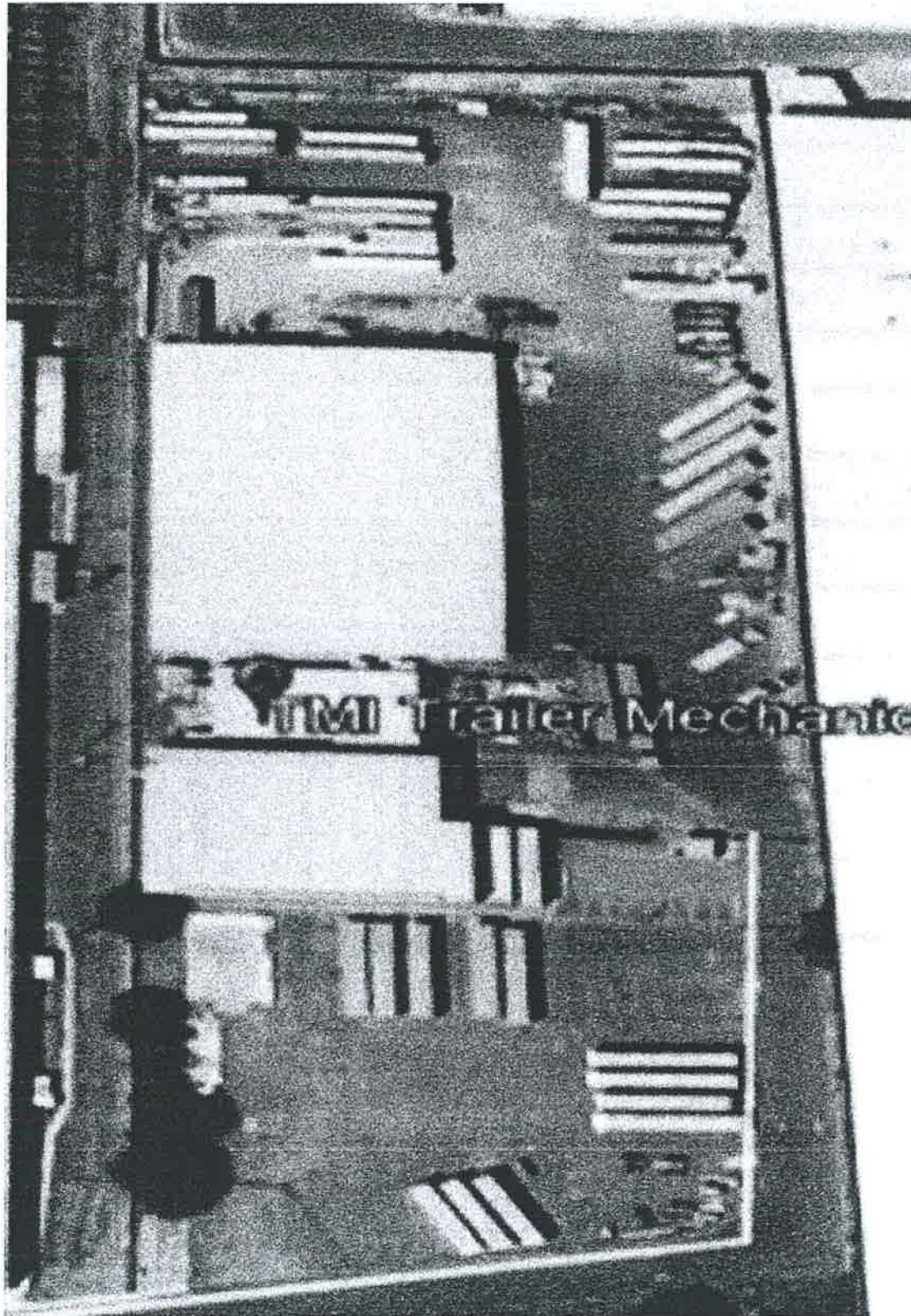
Exhibit A

Infrastructure

[Attached]

EB

11/11/25



6B

Exhibit B

Machinery and Equipment

[Attached]

A handwritten signature in blue ink, consisting of a stylized 'A' followed by 'LB'.

ACTIVO FIJO

	MOBILIARIO Y EQUIPO DE OFICINA	
CANTIDAD		MARCA
1	ISLA CON MAMPARAS P/4 PERSONAS GRANDE	
2	ANAQUEL METALICO	PM STEELE
1	GABINETE MULTIUSOS GRIS	
1 KIT	2 ESCRITORIOS, 3 CREDENZAS, 4 SILLAS MALLA COLOR ROJO	PM STEELE
1	MESA DE TRABAJO	TORREY
1	ESTANTE MURAL PARA COMEDOR	TORREY
2	LIBREROS METALICOS ESTUDIO	
1	MESA P/SALA DE JUNTAS	PM STEELE
1	ESCRITORIO COMPLETO C/CAJONERA	PM STEELE
1	LG MINISPLIT 1 TON 110V F/C	LG
1	LOCKER TROYA 4 PUERTAS 38X45 MARCA PROPIA	PM STEELE
9	SILLA OPERATIVA	
1	SILLA EJECUTIVA	GEBESA
1	ISLA CON MAMPARAS P/4 PERSONAS	PMSTEELE
	RED VOZ Y DATOS	TELEFONIA DIGITAL
1	SILLA OPERATIVA RESP MALLA	PM STEELE
	LOCKER C/CERRAD 40X45/2	
1	REFRIGERADOR VERTICAL 2 PTAS 42 PIES	TORREY
1	ANAQUEL ACERO INOX TRES ENTREPAÑOS	TORREY
2	2 SILLONES EJECUTIVOS	PM STEELE
1 KIT	2 MESAS, 2 SILLONES Y 3 PEDESTALES	GEBESA
1	VITRINA EXHIBIGROUP ABRIL 2018	EXIBIGROUP
1	LIBRERO DE MADERA	OFFICE DEPOT
1	GABINETE Y SILLA SECRETARIAL	OFFICE DEPOT
1	ESCRITORIO	GEBESA
1	MUEBLE CON CAJONES CREDENZA CHOCOLATE	PM STEELE
1	ESCRITORIO GEBESA	GEBESA
1	GBS310 PEDESTAL BAJO CUBIERTA RH	GEBESA
3	ESCRITORIO CON PEDESTAL Y SILLA DE TRABAJO	GEBESA
1	LED ANDROID TV 4K 120 HZ SHARP 60" UHD HDR	SHARP
1	SILLA SEMI EJECUTIVA VELK NEGRO	GEBESA
1	MESA DE TRABAJO Y PEDESTAL (DISEÑO)	GEBESA
1	MESA DE TRABAJO 150.8X58.8X74 SPAZ TWEED/NEGRO	GEBESA
1	ARCHIVERO 4 GAV NGO TEXTURIZAD	TAMMEX
10	LOCKER 4 PUERTAS C/MALLA, PORTA CANDADO MED 0.40	PM STEELE

	EQUIPO DE TRANSPORTE	
CANTIDAD		MARCA
1	CAMION TORTON KENWORTH T370 MODELO 2009	KEENWORTH




	EQUIPO DE COMPUTO	
CANTIDAD		MARCA
1	IMPRESORA LASERJET 1020	HP
1	SERVIDOR QUAD CORE XEON PROCES	DELL
1	DELL PROJECTOR 1609	DELL
1	REGULADOR RESP ENERGIA SUA	
2	SWITCH	
1	COMPUTADORA OPTIPLEX	DELL
1	IMPRESORA HP LASERJET P1102	HP
1	LAPTOP DELL	DELL
1	DELL PRECISION TOWER	DELL
1	KIT DE TELEFONIA AVAYA	AVAYA
1	LAPTOP DELL INSPIRON	DELL
1	DELL 23 MONITOR P2317H	DELL
1	DELL LATITUDE 3560 BTX	DELL
1	INSPIRON 15 3000 SERIES INTEL 3567	DELL
1	DELL LATITUDE 3480 BTX	DELL
1	MULTIFUNCIONAL SAMSUNG	SAMSUNG
1	MULTIFUNCIONAL EPSON	EPSON
1	DELL LAPTOP INSPIRON 7348	DELL
1	EQUIPO PARA TELEFONIA DIGITAL AVAYA	AVAYA
1	LAP DELL I5 MODELO 5567	DELL
1	LAPTOP DELL 5567	DELL
1	LAPTOP HP INTEEL CORE	HP
1	LAPTOP INTEL CORE	HP
1	LAPTOP HP	HP
1	LAPTOP HP	HP
1	MONITOR SAMSUNG 32"	SAMSUNG
1	MONITOR CURVO PARA PC 27 PULGADAS	SAMSUNG
1	HP PAVILION LAPTOP 15-cw1005la	HP
1	VOSTRO DT3471	DELL
1	LAPTOP DELL INSPIRON 153505	DELL
1	LAPTOP DELL INSPIRON 153505 (MTTO)	DELL
1	HP PAVILION 15.6" 11va Gen. COREi7 16g (MANUFACTURA)	HP
1	CPU Y MONITOR LENOVO	LENOVO
1	LAP ASUS VIVOBOOK CORE 15 8 GB 256 GB F-8684 (SISTEMAS)	ASUS

	MAQUINARIA Y EQUIPO	
CANTIDAD		MARCA
4	BANCOS DE TRABAJO	
1	RACKS P/A ALMACEN PARA BORDAS	
1	RACKS P/A ALMACEN	
1	SOLETE ARCAIR	INFRA
1	MAQ HOTPOINT 437	INFRA
6	ANDAMIO 98"	
2	ANDAMIO 48" MO.M	
2	CARRO DE TRANSPORTACION MO.M	

Handwritten signature and initials in blue ink, including a stylized 'GB' and a signature above it.

1	CARRO PORTALAMINAS MO.M F.197,196	KBA
1	CARRO MO,M F	KBA
2	DADOS (MOLDE PARA BORDAS)	AURORA
5	ALIMENTADOR S 302 SERIE 929-16	INFRA
1	DADO AURORA TMI	AURORA
1	DADO AURORA 100002	AURORA
1	MAQ SOLDAR MI2-300 CA	INFRA
1	MAQ SOLDAR MI 250L CA	INFRA
1	MAQUINA DE SOLDAR MM215	INFRA
1	COMPRESOR KAESER MOD AS-40	KAESER
1	EXTINTOR MOVIL CAP 70 KGS	
3	RACKS PTR AZUL	
5	MAQUINA DE SOLDAR CP 303	INFRA
1	ANTORCHA PXM400354510	INFRA
8	GABINETES PARA HERRAMIENTA	
1	COMPRESOR AIRTOWER	KAESER
1	TABLERO ELECTRONICO DE PRODUCCION	INELED
1	ALFA TIG 252 DP	INFRA
1	MAQUINA DE SOLDAR ARCTRON 205	INFRA
1	CORTADORA PLASMA HOT POINT I45	INFRA
1	ALCOHOLIMETRO ALCOMATE PREMIUM	ALCOMATE
1	S 302 T CODIGO 309-110	INFRA
1	CP-303 CODIGO 302-472	INFRA
2	SISTEMA DE HIDRANTES	PHILADELPHIA
1	VENTILADOR PISO 24"	
1	KAESER SECADOR JULIO 2018	KAESER
1	MAQUINA DE SOLDAR ESAB SEPTIEMBRE 2018	ESAB
1	LINEA DE PRODUCCIÓN	
1	MOLDE DE ALUMINIO ESTRIBO F-728	MACETONIA
1	DESBROZADORA A GASOLINA DES-30R	TRUPER
1	TANQUE DE AIRE COMPRIMIDO KAESER SERIE 18175	KAESER
2	2 DADOS PARA BORDAS ALYEX	AYEX
1	CUT MASTER MAQUINA DE CORTE	
1	SIERRA CINTA MEMSHARK281SXIEVO MODELO SHARK 281	MEMSHARK
1	MOLDE PARA CORTAAVIENTOS INLAND	ROTOMAC
1	ESTRUCTURA DE ACERO PARA ESTACION 3	

	HERRAMIENTAS	
CANTIDAD		MARCA
1	CARRETILLA P LLANTAS OMEGA	OMEGA
1	PRENSA 50 TON ERCKO	ERCKO
1	PLASMA HOT POINT 750 MR	INFRA
1	MARTILLO DE GOLPE NEUMATICO	
1	SIERACINTA HORIZONTAL 110	
2	REMACHADORA 2 PZAS AURORA OCTUBRE 2017	ATD
2	MESA SOPORTE REMACHADORAS 2 PZS AURORA OCTU	ATD
1	APILADOR (PATIN) MCLANE	MCLANE

1	TORQUIMETRO ELEC 6207 250 FT	
2	HERRAMENTAL P/ARMADO DE 3 PANELES	

	SOFTWARE	
CANTIDAD		MARCA
1	IMPLEMENTACION SISTEMA PRIORITY	PRIORITY

GB



Exhibit C

Raw Materials, Inventory and Work in Process

[None]

Handwritten signature or initials in blue ink, located on the left side of the page.

Exhibit D

Intellectual Property and Proprietary Rights

Patents, Trademarks and Commercial Slogans

1. U.S. Utility Patent Application
Title: Cargo Trailer Apparatus
Serial No.: 17/165,111
File: February 2, 2021
2. Certificado de Registro – IMPI
Tipo: Registro de Aviso Comercial
Denominación: EL SEMIRREMOLQUE MÁS LIGERO EN MÉXICO
No. de Registro: 100945
Fecha de Concesión: 27 de junio de 2017
Aviso Comercial:

EL SEMIRREMOLQUE MÁS LIGERO EN MÉXICO
3. Certificado de Registro – IMPI
Tipo: Registro de Aviso Comercial
Denominación: LA CAJA MÁS LIGERA DE MÉXICO
No. de Registro: 100754
Fecha de Concesión: 20 de junio de 2017
Aviso Comercial:

LA CAJA MÁS LIGERA DE MÉXICO
4. Certificado de Registro – IMPI
Tipo: Registro de Aviso Comercial
Denominación: LA CAJA MÁS LIGERA EN MÉXICO
No. de Registro: 100944
Fecha de Concesión: 27 de junio de 2017
Aviso Comercial:

LA CAJA MÁS LIGERA EN MÉXICO
5. Certificado de Solicitud de Marca – IMPI
Tipo de Solicitud: Registro de Marca
No. de Expediente: 1829268
Fecha de Presentación: 7 de diciembre de 2016
Marca:



6. Certificado de Registro – IMPI
Tipo: Registro de Marca
Denominación: INLAND
No. de Registro: 949818
Fecha de Concesión: 29 de agosto de 2006
Marca:



Exhibit E

Permits, Approvals, Registrations, Licenses, Certifications or other Authorizations

1. Authorization for the designation of a foreign manufacturer of a U.S. agent for service of process (49 C.F.R. Part 551, Subpart D) dated May 22, 2019, issued by the National Highway Traffic Safety Administration of the U.S. Department of Transportation, in favor of TMI Trailer Mechanic International, S.A. de C.V.
2. Software: AutoCAD Full
No. Licenses: 1
Term: October - 24
3. Software: Collection D&M
No. Licenses: 1
Term: September - 22
4. Software: Microsoft 365 para Negocios
No. Licenses: 12
Term: July - 22

Exhibit F

Agreements and Commitments

[Attached]

14/16

I. Purchase/Sale Orders from Clients

Order No. No. Pedido	Order No. No. Pedido	Client Cliente	Ft Pies	Units Unidades	VINES	Unit Price Precio Unitario	Total Amount Monto Total	Advance Payment Anticipo	Amount Owed Adeudo
TMI	INLAND								
SO21000189	SO22000001	TSM	53FT	5	3T9S392N4NM180028	\$44,800.00	\$224,000.00	\$-	\$224,000.00
					3T9S392N6NM180029				
					3T9S392N2NM180030				
					3T9S392N4NM180031				
					3T9S392N6NM180032				
SO22000424	SO22000036	TSM	53FT	1	3T9S092N8NM180350	\$44,800.00	\$44,800.00	\$-	\$44,800.00
SO22000425	SO22000037	TSM	53FT	1	3T9S392N0NM180351	\$44,800.00	\$44,800.00	\$-	\$44,800.00
SO22000426	SO22000038	TSM	53FT	1	3T9S092N1NM180352	\$44,800.00	\$44,800.00	\$-	\$44,800.00
SO22000389	SO22000026	RANOF	39FT	1	3T9S092N7NM180405	\$36,000.00	\$36,000.00	\$18,000.00	\$18,000.00
SO22000392	SO22000027	COMERCIAL FLETERA	53FT	1	3T9S892N8NM180406	\$40,100.00	\$40,100.00	\$20,800.00	\$19,300.00
SO22000132	SO22000009	FLETES MEXICO CARGA EXPRESS	53FT	10	3T9S392NXNM180230	\$40,530.00	\$405,300.00	\$189,439.19	\$215,860.81
					3T9S392N1NM180231				
					3T9S392N3NM180232				
					3T9S392N5NM180233				
					3T9S392N7NM180234				
					3T9S392N9NM180235				
					3T9S392N0NM180236				
					3T9S392N2NM180237				
					3T9S392N4NM180238				
					3T9S392N6NM180239				
SO22000402	SO22000028	QUEST EXPRESS	53FT	3	3T9S372N6NM180407	\$42,400.00	\$127,200.00	\$65,100.00	\$62,100.00
					3T9S372N6NM180408				
					3T9S372N6NM180409				
SO22000146	SO22000011	SUPERTRACK	53FT	30	3T9S392N2NM180240	\$36,300.00	\$1,089,000.00	\$498,477.00	\$590,523.00
					3T9S392N2NM180241				
					3T9S392N2NM180242				
					3T9S392N2NM180243				
					3T9S392N2NM180244				
					3T9S392N2NM180245				
					3T9S392N2NM180246				
					3T9S392N2NM180247				
					3T9S392N2NM180248				
					3T9S392N2NM180249				
					3T9S392N2NM180250				

					3T9S392N2NM180251				
					3T9S392N2NM180252				
					3T9S392N2NM180253				
					3T9S392N2NM180254				
					3T9S392N4NM180255				
					3T9S392N4NM180256				
					3T9S392N4NM180257				
					3T9S392N4NM180258				
					3T9S392N4NM180259				
					3T9S392N4NM180260				
					3T9S392N4NM180261				
					3T9S392N4NM180262				
					3T9S392N4NM180263				
					3T9S392N4NM180264				
					3T9S392N4NM180265				
					3T9S392N4NM180266				
					3T9S392N4NM180267				
					3T9S392N4NM180268				
					3T9S392N4NM180269				
SO22000403	SO22000029	GEA GROUP	53FT	4	3T9S372N6NM180410	\$41,400.00	\$165,600.00	\$85,600.00	\$80,000.00
					3T9S372N6NM180411				
					3T9S372N6NM180412				
					3T9S372N6NM180413				
SO22000150	SO22000012	ISIDRO ESQUIVEL	53FT	10	3T9S392N8NM180198	\$43,000.00	\$430,000.00	\$221,000.00	\$209,000.00
*Las primeras 5 ya fueron facturadas en TMI					3T9S392N8NM180199				
*The first 5 have already been invoiced by TMI									
					3T9S392N8NM180200				
					3T9S392N8NM180201				
					3T9S392N8NM180202				
SO22000404	SO22000030	CARDINAL LEASE	53FT	1	3T9S372N3NM180414	\$41,650.00	\$41,650.00	\$21,325.00	\$20,325.00
SO22000405	SO22000031	VENSCO	53FT	1	3T9S392N0NM180415	\$42,400.00	\$42,400.00	\$42,092.34	\$307.66
SO22000311	SO22000020	AUTOTRANS ORTES SAN JULIAN	53FT	5	3T9S392N0NM180415	\$43,800.00	\$219,000.00	\$85,000.00	\$134,000.00
SO22000367	SO22000023	TEXAS ONE LOGISTIC	53FT	7	3T9S392N0NM180335	\$44,000.00	\$308,000.00	-\$84,850.00	\$392,850.00
					3T9S392N0NM180336				
					3T9S392N0NM180337				
					3T9S392N0NM180338				
					3T9S392N0NM180339				
					3T9S392N0NM180340				
					3T9S392N0NM180341				
SO22000407	SO22000032	ALAMO CITY	53FT	10	3T9S372N7NM180416	\$44,320.00	\$443,200.00	\$-	\$443,200.00
					3T9S372N9NM180417				

					3T9S372N0NM180418				
					3T9S372N2NM180419				
					3T9S372N9NM180420				
					3T9S372N0NM180421				
					3T9S372N2NM180422				
					3T9S372N4NM180423				
					3T9S372N6NM180424				
					3T9S372N8NM180425				
SO22000408	SO22000033	ALAMO CITY	53FT	10	3T9S372NXNM180426	\$44,320.00	\$443,200.00	\$-	\$443,200.00
					3T9S372N1NM180427				
					3T9S372N3NM180428				
					3T9S372N5NM180429				
					3T9S372N1NM180430				
					3T9S372N3NM180431				
					3T9S372N5NM180432				
					3T9S372N7NM180433				
					3T9S372N9NM180434				
					3T9S372N0NM180435				
SO22000409	SO22000034	ALAMO CITY	53FT	10	3T9S372N2NM180436	\$44,320.00	\$443,200.00	\$-	\$443,200.00
					3T9S372N4NM180437				
					3T9S372N6NM180438				
					3T9S372N8NM180439				
					3T9S372N4NM180440				
					3T9S372N6NM180441				
					3T9S372N8NM180442				
					3T9S372NXNM180443				
					3T9S372N1NM180444				
					3T9S372N3NM180445				
SO22000361	SO22000021	TERMINAL LOGISTIC	53FT	10	3T9S392N7NM180315	\$38,500.00	\$385,000.00	\$-	\$385,000.00
					3T9S392N7NM180316				
					3T9S392N7NM180317				
					3T9S392N7NM180318				
					3T9S392N7NM180319				
					3T9S392N7NM180320				
					3T9S392N7NM180321				
					3T9S392N7NM180322				
					3T9S392N7NM180323				
					3T9S392N7NM180324				
SO22000293	SO22000018	JAIME ALMANZA MOSQUEDA	53FT	8	3T9S392N4NM180355	\$44,000.00	\$352,000.00	\$-	\$352,000.00
					3T9S392N4NM180356				
					3T9S392N4NM180357				

					3T9S392N4NM180358				
					3T9S392N4NM180359				
					3T9S392N4NM180360				
					3T9S392N4NM180361				
					3T9S392N4NM180362				
SO22000239	SO22000013	R&L	28FT	1	3T9S231M6NM180217	\$34,600.00	\$34,600.00	\$-	\$34,600.00
SO22000268	SO22000017	R&L	53FT	1	3T9S372M5NM180471	\$45,450.00	\$45,450.00	\$-	\$45,450.00
SO22000365	SO22000022	SALZILLO	53FT	10	3T9S392N4NM180305	\$45,400.00	\$454,000.00	\$-	\$454,000.00
					3T9S392N4NM180306				
					3T9S392N4NM180307				
					3T9S392N4NM180308				
					3T9S392N4NM180309				
					3T9S392N4NM180310				
					3T9S392N4NM180311				
					3T9S392N4NM180312				
					3T9S392N4NM180313				
					3T9S392N4NM180314				
SO22000387	SO22000025	TRANSPORTE S ESCOBEDO	53FT	2	3T9S392N6NM180404	\$42,500.00	\$85,000.00		\$85,000.00
					3T9S392N6NM180405				
SO21001491	SO22000008	RJFORC INC	53FT	2	3T9S372N3NM180221	\$36,800.00	\$73,600.00	\$16,850.00	\$56,750.00
					3T9S372N3NM180222				
		RJFORC INC	53FT	1	3T9S372N3NM180223	\$39,900.00	\$39,900.00	\$39,900.00	
SO22000386	SO22000024	TBM CARRIERS	53FT	7	NO HAY VINES	\$44,500.00	\$311,500.00	\$-	\$311,500.00

II. Purchase/Sale Orders from Suppliers

All assignable contracts, agreements and commitments in effect as of March 1, 2022, including, supply agreements, purchase orders and/or sale orders, related to the manufacturing, assembling, repairing and/or selling business of industrial trailers and semi-trailers, entered by TMI with its suppliers and/or vendedors of good and/or services.

Exhibit G

Miscellaneous Assets

[None]

17

Exhibit H

Excluded Assets

[Attached]

16

I. **Fixed Assets**

MOBILIARIO Y EQUIPO DE OFICINA
ESCRITORIO 1.20 C/UN PED/LINEA F.51711 12/
TELEFONO SATELITAL
MESA ESQUINERA Y CUBIERTAS 90X60
MESA ESQUINERA Y 2 CUBIERTAS
SILLA OPERATIVA PM STEEL 3 REFACC 7 PRODUCC
ESCRITORIO OPERATIVO
2 TV SAMSUNG JUNIO 2018
FRIGOBAR
AMPLIFICADOR INTEGRA
CONCENTRADOR DE OXIGENO SYMED 5LT SYS-M50-US
PULVERIZADOR PW35 NEBULIZADOR ULV F-BOF158
4 MESAS DE TRABAJO C/PEDESTAL VENTAS 3 REFACC Y 1 PROD

EQUIPO DE TRANSPORTE
MONTACARGAS
REMOLQUE
SEMIREMOLQUE 53 FT INLAND
SPRINTER CARGO VAN MERCEDES BENZ
CAMION TORTON KENWORTH T370 MODELO 2015
CAMION TORTON KENWORTH T370 MODELO 2015 VALOR COMERCIAL
SEMIREMOLQUE 40 FT INLAND MOD 2019
KENWORTH T660, MODELO 2012
VOLKSWAGEN VENTO 2015 ACTIVE 5P L4 1.6L TDI ABS BA R15 AC STD, MODELO 2015
VENTO ACTIVE STD 2015
VENTO ACTIVE STD 2015
VENTO COMFORTLINE SERIE MEX5H2603GT047282
VOLKSWAGEN JETTA A6 GLI 2.0L VP TC.STD, MODELO 2017
VOLKSWAGEN VENTO CONFORTLINE 4P L41.6L FWD ABS AC R15 STD, MODELO 2017
VENTO COMFORTLINE 1.6 L 5 VEL
VENTO ACTIVE STD

EQUIPO DE COMPUTO
VOSTRO 3550 IVAN
DELL INSPIRON 3467 BIANCA
2 MONITORES
MULTIFUNCIONAL CANON MF227DW 16/AGO/2016
IMPRESORA ZEBRA GC420T 27/OCTUBRE/2016
LAPDELL3 AGOSTO 2017 BRENDA
1 LAPTOP HP OFFICE MAX SEPTIEMBRE 2018 VSALINAS
SAMSUNG MONITOR GAMING 24" SERE SR35 VSALINAS
LAPTOP HP 06/2020 (JOSE)
LAPTOP DELL INSPIRON 153505 (DANIEL)

LAPTOP DELL INSPIRON 153505 (OMAR)
LAPTOP DELL INSPIRON 153505 (CARLOS)
LAPTOP DELL INSPIRON 153505 (MIGUEL)

MAQUINARIA Y EQUIPO
SISTEMA SOLAR INTERCONECTADO
KIT FLEJE DE ACERO
RACKS

CONTENEDORES SPACE-IT
SPACE-IT92085
SPACE-IT172078
SPACE-IT172079
SPACE-IT172080
SPACE-IT172081
SPACE-IT172083
SPACE-IT172084
SPACE-IT172087
SPACE-IT172088
SPACE-IT172089
SPACE-IT172090
SPACE-IT172100
SPACE-IT172101
SPACE-IT172102
SPACE-IT172103
SPACE-IT172104
SPACE-IT172105
SPACE-IT172106
SPACE-IT172107

II. Trademarks and Commercial Slogans

1. Certificado de Registro – IMPI
Tipo: Registro de Marca
Denominación: TMI STORE
No. de Registro: 1713102
Fecha de Concesión: 19 de enero de 2017
Marca:



2. Certificado de Registro – IMPI
Tipo: Registro de Marca

Denominación: TMI
No. de Registro: 1723960
Fecha de Concesión: 21 de febrero de 2017
Marca:

The logo consists of the letters "TMI" in a bold, black, sans-serif font. The letters are slightly shadowed, giving them a three-dimensional appearance.

3. Certificado de Solicitud de Marca – IMPI
Tipo de Solicitud: Registro de Marca
Denominación: TMI
No. de Expediente: 1667986
Fecha de Inicio de Uso: 1 de febrero de 2011
Marca:

The logo features the letters "TMI" in a bold, black, sans-serif font. Below the letters, in a smaller font, is the text "TRAILER MECHANIC INTERNATIONAL S.A. DE C.V."

4. Certificado de Registro – IMPI
Tipo: Registro de Marca
Denominación: SPACE IT
No. de Registro: 2156979
Fecha de Concesión: 13 de octubre de 2020
Marca:

The logo consists of the word "space" in a lowercase, sans-serif font, followed by "[it]" in a similar font. Below "space" is the text "almacenaje móvil" in a very small font.

5. Certificado de Registro – IMPI
Tipo: Registro de Marca
Denominación: COOLED DIVISION
No. de Registro: 1764646
Fecha de Concesión: 19 de junio de 2017
Marca:

The logo features the word "COOLED" in a bold, uppercase, sans-serif font, with the word "division" in a smaller, lowercase, sans-serif font below it. The text is white and set against a dark, rectangular background.

6. Certificado de Registro – IMPI
Tipo: Registro de Aviso Comercial

Denominación: LA CAJA QUE MUEVE TU NEGOCIO

No. de Registro: 100943

Fecha de Concesión: 27 de junio de 2017

Aviso Comercial:

LA CAJA QUE MUEVE TU NEGOCIO

III. **Contracts related to Space-It Business**

All contracts, agreements and commitments, including, supply agreements, purchase orders, sale orders and account receivables related to space-it and aftermarket products and services owned or otherwise controlled by TMI.

IV. **Cash and Bank Accounts**

Cash, bonds, securities and all bank and investment accounts in Mexico and/or abroad hold by TMI and/or any other related parties, except for the bank accounts opened in Mexico by the Company and Inland Trailer Land, S. de R.L. de C.V.

V. **Account Receivables**

All account receivables in favor of TMI and/or any other related parties for any goods and services supplied and/or rendered in connection with the Business prior to March 1, 2022. The Members and the Company will further discuss and agree on how to handle account receivables associated with work in process initiated prior to March 1, 2022. Notwithstanding the foregoing or anything else to the contrary, all deposits and advance payments held or received by TMI prior to March 1, 2022, for Trailers or other products or services related to the Business will be retained by TMI and, therefore, will be considered Excluded Assets.

VI. **Inventory**

All the inventory related to the Business, which will be transferred on or after the Effective Date by TMI or any third party to the Company, including the inventory sold or to be sold under the Asset Purchase Agreement between TMI and the Company dated March 1, 2022.

VII. **Other Assets**

All other Assets which on or prior to the Effective Date have already been transferred by TMI or any third party to the Company or Inland Trailer Land, S. de R.L. de C.V.

GB